

# **ADDENDUM PACKAGE**

**SOLICITATION:** SP0600-05-R-0012

**PURCHASE PROGRAM:** 2.99

**THE ENCLOSED SOLICITATION COVERS THE PERIOD:**

**TRUCK TRANSPORTATION SERVICES TO KUWAIT AND  
SOUTHERN IRAQ**

**MARCH 1, 2005 THROUGH FEBRUARY 28, 2006, WITH TO (2) SIX (6) MONTH  
OPTION PERIODS:**

**OPTION PERIOD 1: MARCH 1, 2006 THROUGH AUGUST 31, 2006  
OPTION PERIOD 2: SEPTEMBER 1, 2006 THROUGH FEBRUARY 28, 2007**

**TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER BY:**

**DECEMBER 10, 2004, 1:00 P.M. LOCAL TIME**

**ADDENDUM PACKAGE  
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**SECTION C****C600 STATEMENT OF WORK (DESC JAN 1987)**

TANK TRUCKS THAT WILL TRANSPORT DESC-OWNED FUEL FROM THE KNPC REFINERY AND MINA ABDULLAH TRUCK FILL STAND TO ALI AL SALEEM, KUWAIT, CAMP BUEHRING, KUWAIT AND CEDAR II IN TALLIL, IRAQ

- A. **JP8 REQUIREMENT:** DESC requires 324 transport tank trucks with a minimum of 8,000 USG capacity and drivers to support military operations of up to 1,070,000 USG of Turbine Fuel, Aviation (JP8) per day from the Mina Abdullah Truck Fill Stand to Camp Buehring, Kuwait, Ali Al Saleem, Kuwait and Cedar II, Tallil, Iraq. Trucks are required 24 hours per day, 7 days per week. Trucks delivering to Ali Al Saleem should plan for two turns per day, approximately 55 miles (88.5 kilometers) from the Mina Abdullah Truck Fill stand. Trucks delivering to Camp Buehring should plan on one turn per day, approximately 80 to 110 miles (129 to 177 kilometers) from the Mina Abdullah Truck Fill Stand. Trucks delivering to Cedar II/ Tallil, Iraq should plan for at least a two-day turn around time, approximately 235 miles (378 kilometers) from the Mina Abdullah Truck Fill Stand.
- B. **JP8 CONTRACT PERFORMANCE PERIOD:** One year contract for the period 1 March 2005 through February 28, 2005 (with two (2) six (6) month option periods). DESC reserves the right to reduce/delete transport trucks and change, add or modify transport truck origin points in Kuwait and delivery locations in Kuwait and Iraq as necessary.

The services to be performed include transporting JP8 from the Mina Abdullah Truck Fill Stand (TFS) to Ali Al Saleem, Kuwait, Camp Buehring, Kuwait and Cedar II in Tallil, Iraq as identified below.

ORIGIN	DESTINATION	PRODUCT	EST. MAX DAILY LOAD QTY (USG)
Mina Abdullah Truck Fill Stand	Ali Al Saleem, Kuwait	JP8	170,000
Mina Abdullah Truck Fill Stand	Camp Buehring, Kuwait	JP8	100,000
Mina Abdullah Truck Fill Stand	Cedar II – Tallil, Iraq	JP8	800,000

C. **TANK TRUCK REQUIREMENTS FOR JP8 DELIVERY :**

1. General Notes-

- Contractor shall discharge the fuel into designated U.S. storage tanks, tank bags or tank trucks that are permanent or temporarily positioned at the locations indicated above. The Contractor shall provide transportation services that maintain JP8 quality to the JP8 Specification MIL-DLT-83133E, dated April 1, 1999, NSN: 9130-01-031-5816.
- Tank truck drivers shall be Kuwaiti or sponsored by local sponsor.
- Contractor must verify that they have been duly authorized to operate and do business in Kuwait and that they have all the necessary licenses and permits required in connection with this contract; and that they will fully comply with all laws, decrees, labor standards and regulations of Kuwait during the performance of the tank truck contract period. This information is required to gain access to the TFS and end user's storage facilities.
- Contractor shall perform in accordance with the best industry standards as well as all Local regulatory bodies, laws, codes, ordinances, and regulations.
- Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- Contractor shall provide licensed and responsible drivers per truck and all necessary services and supplies to include necessary equipment and life support for drivers in the performance of this scope of work. Contractor is responsible for arrangements for necessary visas, fees and passports for its drivers and providing DESC with the names, driver license numbers, copy of passports, copy of 5-day Iraqi Visa, copies of birth certificates of transport truck drivers and transport truck identification information. Drivers (1 each per truck) employed by the Contractor must be certified to transport hazardous/flammable goods.
- Contractor is responsible for any and all convoy operations, communications, consolidated staging area, convoy line up, ensuring all contractor vehicles meet standards.
- Contractor shall provide a pool of drivers vetted by the loading facility and drive trucks into and out of the loading facilities.
- Claims for any damages to any facilities, including end user's storage facilities and or personal injury, will be the responsibility of the Contractor.

2. Security Requirements-

- Contractor drivers shall take written or verbal direction from an authorized U.S. Government Representative. Contractor drivers shall follow the security guidance from the U.S. Government.
- Contractor must provide 7 days a week 24 hours a day security staff to patrol and control all entries of the staging area. Contractor shall provide a safe working area for all personnel, equipment, and product inside the staging area.
- All security violations must be reported to the U.S. Government authorized personnel within one hour and followed up with a written report within 24 hours.
- A security plan must be submitted for approval to DESC.
- U.S. Government will provide security escort for convoys transiting to locations in Iraq and returning to Navistar.

## 3. Safety Requirements-

- a. Tank Trucks will comply with local commercial safety regulations.
- b. All tankers will be parked by product type empty and full of fuel.
- c. The following markings shall be present on the tanker (left side, right side and back) in English and Arabic;
  - (1) No smoking within 50 feet
  - (2) Tankers will be used to move JP8 only.
  - (3) Danger
- d. Vehicles shall comply with all mandatory safety requirements of country of operation and loading/offloading facilities as well as comply with safety requirements and regulation of loading and offloading points.
- e. Full tankers are not to be left in the yard for repairs.
- f. Tractors are required to be no more than 15 years old.

## 4. Staging Requirements-

- a. Contractor is responsible for setting up and operating staging area.
- b. Contractor shall provide the following additional requirements for fuel loading:
  - (1) All hoses, manifolds, etc., required to load fuel.
  - (2) Engineering and technical support services.
- c. Contractor shall provide a portable unit for office space, this unit must be in good condition with window, air condition and heat, electricity and must be available 24 hours a day, 7 days a week including weekends and holidays. U.S. Government reserves the right to inspect the unit. Staging area entry and exits must require some type of unit to protect personnel and documentation from the weather. Staging area must have light around the motor pool area (inside for safety and outside for security).

## 5. Convoy Requirements:

- a. No unauthorized stops in Iraq will be made with any tanker, unless authorized by the U.S. Government or escort elements assigned by the U.S. Government. (Vehicle breakdowns are an exception).
- b. Contractor shall provide a minimum of one bobtail with each convoy with 20 or less tankers, 2 bobtails with each convoy with 21 or more tankers, for deliveries to locations in Iraq. Requirement is subject to change as per direction of the U.S. Government.
- c. Contractor will be responsible for recovery of tractors and tankers. Contractors are responsible for the safeguarding of any and all products (situation depending on the military escorts), and reporting any loss of product to an authorized representative of the U.S. Government upon submission of delivery ticket.
- d. Contractor shall provide supervisory vehicle to accompany each convoy.
- e. Contractor shall provide an English/Arabic translator, capable of reading writing and speaking both languages, to accompany each convoy. This individual will serve as the Contractor Convoy Supervisor and is responsible for the following:
  - (1) The accountability of equipment, personnel, product to be transported, and all forms and reports.
  - (2) Lining up their convoys in the staging area operated by the contractor.
  - (3) Ensuring that all personnel have the proper amount of life support for their mission. Government escorts require that all vehicles have 5 days of supply of food and water when being escorted into Iraq. Food and water is the responsibility of the Contractor and will not be provided by the US Government.
  - (4) Pre-checking their convoys for proper documentation, passports, equipment serviceability, trucks are topped off with ground fuel, loading and unloading documents, and operator's license. The U.S. Government will provide a pre-check list for Contractor Convoy Supervisors.
  - (5) Ensuring the safeguarding of all documentation, tracking of download documents and consolidation of completed documents that will be provided to the authorized DESC representative upon completion of the mission. The authorized DESC representative will provide a blank Contractor Convoy Supervisor's log. Contractor Convoy Supervisors are responsible for completing this form.
  - (6) Ensuring that they check in at all Military areas when they arrive and depart, as directed by the U.S. Government.
  - (7) The U.S. Government reserves the right to remove any commander not following directions. The contractor shall provide a back-up commander at times of convoy departure.
  - (8) Convoys will be lined up as per the U.S. Government's instructions. Convoy supervisors and the authorized U.S. Government representative will check each vehicle and driver. Convoy supervisors and the authorized U.S. Government representative will complete all documentation for onward movement.
  - (9) Upon completion of all documentation, the U.S. Government representative and convoy supervisors will conduct a briefing and provide projected timelines.

## 6. Equipment Requirements-

- a. Any authorized U.S. Government representative has the right to refuse any equipment if deemed unsafe or not road worthy. Contractor will replace this vehicle, if identified in a convoy line up, to include the Contractor Convoy Supervisor's vehicle.
- b. Maintenance for vehicles shall include repair and replacement of mechanically defective equipment or accident damaged equipment. Contractor shall provide replacement of defective truck and trailer parts.
- c. Contractor shall provide trucks that are fully operable and supply qualified maintenance personnel (tractor, trailer, and fuel tanker) to perform maintenance 7 days a week 24 hours a day. Contractor will only be paid for operable trucks. All repairs will be completed within 24 hours. Tankers that need maintenance or are down for ANY reason shall be replaced at no extra cost to the U.S. Government.
- d. Contractor shall be responsible for all parts maintenance. Staging yard will have common parts stocked.

- e. Contractor must provide authorized portable-truck mounted transfer pump for the type of product being transferred. Unit will be able to transfer at a rate of 1000 liters per minute (or more). Transfer pump(s) must be fitted with the proper fitting to accommodate the tankers. Portable fire fighting equipment will be available at the site of transfer. Personnel performing the transfer will wear protective clothing (protective eyewear, coveralls, gloves) to perform the transfer.
- f. Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its workers working in Iraq.
- g. Contractor shall provide transport trucks that have a minimum of 10 feet of hose 4-inch hose with 4-inch male and female cam-lock fittings at opposite ends.

7. Additional Documentation Requirements-

- a. It is the Contractor's responsibility to perform operation checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the U.S. Government representative upon completion of all missions and or repair. Forms will be developed with the U.S. Government in both Arabic and English.
- b. Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the U.S. Government.
- c. Loss of Product: Any loss of product will be reported to an authorized representative of the U.S. Government upon submission of delivery ticket and followed up with a written report within 24 hours. Statement will be provided to the authorized U.S. Government representative by any and all involved within 24 hours upon the convoys return.
- d. If necessary, transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Government personnel. These forms must contain tanker numbers, date, and liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- e. Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the authorized U.S. Government Representative.
- f. The U.S. Military shall only provide fuel for contractor's vehicles in cases of emergency.
- g. Contractor must maintain control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause to be included Commercial Package of the Solicitation.
- h. Contractor shall prepare and submit to DESC, the following documentation:
  - (1) Daily Event Situation Report (SITREP) prepared by 6:00 PM Kuwait local time, each day, to include weekends, to identify the following information;
    - (a) Detailed list of all operable contracted trucks to include bumper numbers, current status (i.e., staging area, loading point, convoy and location, etc.)
    - (b) Customer and customer location
    - (c) Ordered quantity for each location
    - (d) Quantity delivered to each location
    - (e) Number of vehicles needed to complete mission (Make, Model, Year, Owned or Leased Status, and Name of Owner).
    - (f) Number of vehicles that are not fully mission capable (Make, Model, Year, Owned or Leased Status, and Name of Owner, Reason for non compliance)
    - (g) Trucks in route must include time of load, load point, destination, and approximate location.
  - (2) Accident reports
    - (a) Number of personnel injured
    - (b) Types of injuries
  - (3) Vehicle Recovery/Loss Report
    - (a) Number of vehicles used on mission
    - (b) Number of vehicles that broke down
      - i. Type of vehicle
      - ii. Make, Model and Year of vehicle
      - iii. Owned or Leased and name of owner
      - iv. Cause of break down
    - (c) Number of vehicles recovered
    - (d) Number of recovery attempts
    - (e) Number of vehicles not recovered (a loss) and reasons for non-recover
      - i. Type of vehicle
      - ii. Date of loss
      - iii. Reason for loss
      - iv. Leased or Owned and name of owner
      - v. Purchase Price/Lease Price
      - vi. Year of Vehicle
      - vii. Dollar value of vehicle
      - viii. Insurance Company
      - ix. Mileage
      - x. ID Tag/Load Description
      - xi. Estimated Value of vehicle loss
      - xii. Track vehicles that are recovered until owner recovers.

(1) Quality Control Plan

(2) Monthly Events Lessons Learned Report

(3) Current and Future Fleet Acquisitions, licenses and expected delivery dates

(4) Current Driver Status: Required/Requested/Expected Arrival Dates.

8. Quality Requirements-

- a. Contractor shall ensure that tank trucks are dedicated to hauling JP8 and are clean and suitable to receive product. Any truck that does not meet these cleaning requirements will be rejected and turned away. Rejected trucks will not be used until they meet cleaning requirements and are approved by the U.S. Government quality representative. The cleaning requirements are as follows:

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS <sup>(1)</sup>

	PRODUCT TO BE LOADED
LAST PRODUCT CARRIED <sup>(3)</sup>	JP-8
AVGAS MOGAS JP-4 JET B	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY <sup>(2)</sup>
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	DRAIN EMPTY <sup>(2)</sup>
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD
LUBRICATING OILS	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY
FSII	DRAIN EMPTY

NOTES:

1. When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
2. If previous cargo contained dye marker, all traces of color must be removed.
3. If a product is not listed in this column, permission to load and conveyance preparations require a waiver.

- b. The Contractor shall present the trucks for U.S. Government inspection 24-hours before the scheduled loading.
- c. Contractor shall ensure that all compartments and possible access points are sealed (seals to be provided and affixed by the authorized U.S. Government representative) prior to departure from the loading terminal and remain sealed until removed by U.S. Government representative. Seal rings and attachment points must be welded or permanently installed to preclude the possibility of disengaging the seal from the sealing points without breaking the seal. Contractor shall be responsible for the quality and quantity of product after loading. U.S. Government shall:

- (1) Perform quality checks on each transport truck at origin and at destination in accordance with DoD 4140.25M. Quality checks prior to loading will include verifications of:
- (a) Previously carried product (Contractor may be requested to provide documentation regarding the product previously carried in the truck to be loaded);
  - (b) Cargo compartment preparation (Contractor may be requested to provide documentation regarding cleaning performed, i.e., steam cleaning);
  - (c) Safety of tank truck while traveling to and from Tallil. The escorts will be provided by CFLCC; and
  - (d) Vehicle integrity



## 9. Determination of Quantity

- a. Deliveries by Truck. Quantity shall be determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity shall be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. Quantity shall be volume corrected to 15 °C.
  - b. Seals. The Contractor shall furnish serially numbered seals and effectively seal all trucks at the loading point. The seal numbers shall be annotated on all shipping documents.
  - c. Measurement Standards and Calculations . All measurements and calculations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute Manual of Petroleum Measurement Standards ( API MPMS) or equivalent national or international standards. When required, volume correction shall be in accordance with API MPMS, Chapter 11.1, Volume Correction Factors, Volumes II (Table 6B), Volume V (Table 24 B) or Volume VII (Table 54B).
  - d. Conversion to Gallons. All invoice quantities shall be converted to U.S. gallons. To convert liters to gallons multiply the quantity in liters by 0.264172 gallons per liter (3.78541 liters per gallon). API MPMS, Chapter 11.1, Volume XII, Table 58, shall be used to convert metric tons to US gallons.
  - e. Calibration. All meters used in determining product volume shall be calibrated using API MPMS, Chapter 4, Proving Systems or equivalent national or international standards. The frequency of calibration shall be as required by local regulation. If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
  - f. Variations in quantity must be within the acceptable limits of 0.5% of volumes as set forth by DoD 4140.25M. Contractor shall be held liable for variations in excess of set limits on each truck.
  - g. Contractor shall ensure transport trucks have up-to-date capacity tables and/or meter calibration certificate.
10. Risk of Loss: The Contractor is responsible for transporting various products to the destination points. During transportation of the product, the Contractor shall be liable for loss or damage to the product, which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents for subcontractors. This includes, but is not limited to, short deliveries, theft by employees or agent, losses stemming from tampering with the trucks or altering measurement devices, or adulteration of fuel, etc. The Government assumes the risk of loss or non-delivery of product due to circumstances beyond the control of the Contractor.

However, the Contractor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or for any damage to or loss of equipment during transportation of the fuel. These types of claims will not be separately reimbursed under this contract.

- D. MOGAS AND DIESEL REQUIREMENTS: DESC requires 75 transport tank trucks with a minimum of 8,000 USG capacity and drivers to support military operations of up to 200,000 USG of Diesel per day and 12 transport tank trucks with a minimum of 8,000 USG capacity and drivers to support military operations of up to 32,000 USG of MOGAS per day to from the KNPC Terminal to Camp Buehring, Kuwait and Cedar II, Tallil, Iraq. Trucks are required 24 hours per day, 7 days per week. Trucks delivering to the Mina Abdullah Fill Stand should plan on traveling approximately 69 to 99 miles (111 to 159 kilometers) from the KNPC terminal. Trucks delivering to Camp Buehring should plan on one turn per day, approximately 69 to 99 miles (111 to 159 kilometers) from the KNPC terminal. Trucks delivery to Cedar II/ Tallil, Iraq should plan for at least a two-day turn around time, approximately 224 miles (360 kilometers) from the KNPC terminal.

- E. **MOGAS AND DIESEL CONTRACT PERFORMANCE PERIOD:** One year contract for the period 1 March 2005 through February 28, 2005 (with two (2) six (6) month option periods). DESC reserves the right to reduce/delete transport trucks and change, add or modify transport truck origin points in Kuwait and delivery locations in Kuwait and Iraq as necessary.

The services to be performed include transporting MOGAS and Diesel by transport trucks from the KNPC Refinery, Subhan Terminal to the Mina Abdullah Truck Fill Stand, Camp Buehring, Kuwait and Cedar II in Tallil, Iraq as identified below.

ORIGIN	DESTINATION	PRODUCT	EST. MAX DAILY LOAD QTY (USG)	TOTAL EST. MAX DAILY LOAD QTY (USG)
KNPC Refinery Subhan Terminal	Mina Abdullah Truck Fill Stand	MOGAS	To Be Determined	
KNPC Refinery Subhan Terminal	Camp Buehring, Kuwait	MOGAS	To Be Determined	
KNPC Refinery Subhan Terminal	Cedar II – Tallil, Iraq	MOGAS	To Be Determined	TOTAL: 32,000
KNPC Refinery Subhan Terminal	Mina Abdullah Truck Fill Stand	DIESEL	To Be Determined	
KNPC Refinery Subhan Terminal	Cedar II – Tallil, Iraq	DIESEL	To Be Determined	
KNPC Refinery Subhan Terminal	Camp Buehring, Kuwait	DIESEL	To Be Determined	TOTAL: 200,000

F. **TANK TRUCK REQUIREMENTS FOR MOGAS AND DIESEL DELIVERY:**

1. General Notes-

- a. Contractor shall discharge the fuel into designated U.S. storage tanks, tank bags or tank trucks that are permanent or temporarily positioned at the locations indicated above. The Contractor shall provide transportation services that maintain MOGAS quality to the specifications of Motor Gasoline (MOGAS), Unleaded 91 RON (Premium Grade), 9130-01-272-0983 and Gas Oil, Automotive Diesel Oil -ADO, NSN: 9140-00-286-0983.
- b. For product transported from the Kuwaiti border, tank truck drivers shall be Kuwaiti or sponsored by local sponsor.
- c. Contractor must verify that they have been duly authorized to operate and do business in Kuwait and that they have all the necessary licenses and permits required in connection with this contract; and that they will fully comply with all laws, decrees, labor standards and regulations of Kuwait during the performance of the tank truck contract period. This information is required to gain access to KNPC terminals and end user's storage facilities.
- d. Contractor shall perform in accordance with the best industry standards as well as all Local regulatory bodies, laws, codes, ordinances, and regulations.
- e. Contractor must meet all Kuwait National Petroleum Corporation (KNPC) Technical Specifications for Truck Loading.
- f. Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- g. Contractor shall provide licensed and responsible drivers and all necessary services and supplies to include necessary equipment and life support for drivers in the performance of this scope of work. Contractor is responsible for arrangements for necessary visas, fees and passports for its drivers and providing DESC with the names, driver license numbers, copy of passports, copy of 5-day Iraqi Visa (is this adequate?), copies of birth certificates of transport truck drivers and transport truck identification information. Drivers (1 each per truck) employed by the Contractor must be certified to transport hazardous/flammable goods.
- h. Contractor is responsible for any and all convoy operations, communications, consolidated staging area, convoy line up, ensuring all contractor vehicles meet standards.
- i. Contractor shall provide a pool of drivers vetted by the loading facility and drive trucks into and out of the loading facilities.
- j. Claims for any damages to any facilities, including end user's storage facilities and or personal injury, will be the responsibility of the Contractor.

2. Security Requirements-

- a. Contractor drivers shall take written or verbal direction from an authorized U.S. Government Representative. Contractor drivers shall follow the security guidance from the U.S. Government.
- b. Contractor must provide 7 days a week 24 hours a day security staff to patrol and control all entries of the staging area. Patrol shall provide a safe working area for all personnel, as well as the equipment inside the staging area and the product.
- c. All security violation must be reported to the U.S. Government authorized personnel within one hour and followed up with a written report within 24 hours.
- d. A security plan must be submitted for approval upon award and prior to commencement of the delivery period.
- e. U.S. Government will provide security escort for convoys transitioning to locations in Iraq and returning to Navistar.

3. Safety Requirements-

- a. Tank trucks will comply with local commercial safety regulations.
- b. All tankers will be parked by product type, empty and full of fuel.
- c. The following markings shall be present on the tanker (left side, right side and back) in English and Arabic;
  - (1) No smoking within 50 feet

(2) Tankers will be dedicated to moving either MOGAS only or Diesel Only. Fuel types are not to be interchangeable.

(3) Danger

- d. Vehicles shall comply with all mandatory safety requirements of country of operation and loading/offloading facilities as well as comply with safety requirements and regulation of loading and offloading points.
- e. Full tankers are not to be left in the yard for repairs.
- f. Tractors are required to be no more than 15 years old.

#### 4. Staging Requirements-

- a. Contractor is responsible for setting up and operating staging area.
- b. Contractor shall provide the following additional requirements for fuel loading:
  - (1) All hoses, manifolds, etc., required to load fuel.
  - (2) Engineering and technical support services.
- c. Contractor shall provide a portable unit for office space, this unit must be in good condition with window, air condition and heat, electricity and must be available 24 hours a day, 7 days a week including weekends and holidays. U.S. Government reserves the right to inspect the unit. Staging area entry and exits must require some type of unit to protect personnel and documentation from the weather. Staging area must have light around the motor pool area (inside for safety and outside for security).

#### 5. Convoy Requirements:

- a. No unauthorized stops in Iraq will be made with any tanker, unless authorized by the U.S. Government or escort elements assigned by the U.S. Government. (Vehicle breakdowns are an exception).
- b. Contractor shall provide minimum of one bobtail with each convoy with 20 or less tankers, 2 bobtails with each convoy with 21 or more tankers, for deliveries to locations in Iraq. Requirement is subject to change as per direction of the U.S. Government.
- c. Contractor will be responsible for recovery of tractors and tankers. Contractors are responsible for the safeguarding of any and all products (situation depending on the military escorts), and reporting any loss of product to an authorized representative of the U.S. Government upon submission of delivery ticket.
- e. Contractor shall provide supervisory vehicle to accompany each convoy.
- f. Contractor shall provide an English/Arabic translator, capable of reading writing and speaking both languages, to accompany each convoy. This individual will serve as the Contractor Convoy Supervisor and is responsible for the following:
  - (1) The accountability of equipment, personnel, product to be transported, and all forms and reports.
  - (2) Lining up their convoys in the staging area operated by the contractor.
  - (3) Ensuring that all personnel have the proper amount of life support for their mission. Government escorts require that all vehicles have 5 days of supply of food and water when being escorted into Iraq. Food and water is the responsibility of the Contractor and will not be provided by the US Government.
  - (4) Pre-checking their convoys for proper documentation, passports, equipment serviceability, trucks are topped off with ground fuel, loading and unloading documents, and operator's license. The U.S. Government will provide a pre-check list for Contractor Convoy Supervisors.
  - (5) Ensuring the safeguarding of all documentation, tracking of download documents and consolidation of completed documents that will be provided to the authorized DESC representative upon completion of the mission. The authorized DESC representative will provide a blank Contractor Convoy Supervisor's log. Contractor Convoy Supervisors are responsible for completing this form.
  - (6) Ensuring that they check in at all Military areas when they arrive and depart, as directed by the U.S. Government.
  - (7) The U.S. Government reserves the right to remove any commander not following directions. The contractor shall provide a back-up commander at times of convoy departure.
  - (8) Convoys will be lined up as per the U.S. Government's instructions. Convoy supervisors and the authorized U.S. Government representative will check each vehicle and driver. Convoy supervisors and the authorized U.S. Government representative will complete all documentation for onward movement.
  - (9) Upon completion of all documentation, the U.S. Government representative and convoy supervisors will conduct a briefing and provide projected timelines.

#### 6. Equipment Requirements-

- a. Any authorized U.S. Government representative has the right to refuse any equipment if deemed unsafe or not road worthy. Contractor will replace this vehicle, if identified in a convoy line up, to include the Contractor Convoy Supervisor's vehicle.
- b. Maintenance for vehicles shall include repair and replacement of mechanically defective equipment or accident damaged equipment. Contractor shall provide replacement of defective truck and trailer parts.
- c. Contractor shall provide trucks that are fully operable and supply qualified maintenance personnel (tractor, trailer, and fuel tanker) to perform maintenance 7 days a week 24 hours a day. Contractor will only be paid for operable trucks. All repairs will be completed within 24 hours. Tankers that need maintenance or are down for ANY reason shall be replaced at no extra cost to the U.S. Government.
- d. Contractor shall be responsible for all parts maintenance. Staging yard will have common parts stocked.
- e. Contractor must provide authorized portable-truck mounted transfer pump for the type of product being transferred. Unit will be able to transfer at a rate of 1000 liters per minute (or more). Transfer pump(s) must be fitted with the proper fitting to accommodate the tankers. Portable fire fighting equipment will be available at the site of transfer. Personnel performing the transfer will wear protective clothing (protective eyewear, coveralls, and gloves) to perform the transfer.
- f. Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its workers working in Iraq. Contract must gain written approval prior to the purchase of the equipment.

- g. Contractor shall provide transport trucks that have a minimum of 10 feet of hose 4-inch hose with 4-inch male and female cam-lock fittings at opposite ends.
- h. All tanks will be fitted with Scully overfill protection with 10 point scully sockets, 4 inch bottom loading on both sides and master cut-off valve.

6. Additional Documentation Requirements-

- a. It is the Contractor's responsibility to perform operation checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the U.S. Government representative upon completion of all missions and or repair. Forms will be developed with the U.S. Government in both Arabic and English.
- b. Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the U.S. Government.
- c. Loss of Product: Any loss of product will be reported to an authorized representative of the U.S. Government upon submission of delivery ticket and followed up with a written report within 24 hours. Statement will be provided to the authorized U.S. Government representative by any and all involved within 24 hours upon the convoys return.
- d. If necessary, transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Government personnel. These forms must contain tanker numbers, date, and liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- e. Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the authorized U.S. Government Representative.
- f. The U.S. Military shall only provide fuel for contractor's vehicles in cases of emergency.
- g.. Contractor must maintained control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause to be included Commercial Package of the Solicitation.
- i. Contractor shall prepare and submit to DESC, the following documentation:
  - (1) Daily Event Situation Report (SITREP) prepared by 6:00 PM Kuwait local time, each day, to include weekends, to identify the following information;
    - (a) Detailed list of all operable contracted trucks to include bumper numbers, current status (i.e., staging area, loading point, convoy and location, etc.)
    - (b) Customer and customer location
    - (c) Ordered quantity for each location
    - (d) Quantity delivered to each location
    - (e) Number of vehicles needed to complete mission (Make, Model, Year, Owned or Leased Status, and Name of Owner).
    - (f) Number of vehicles that are not fully mission capable (Make, Model, Year, Owned or Leased Status, and Name of Owner, Reason for non compliance)
    - (g) Trucks in route must include time of load, load point, destination, and approximate location.
  - (2) Accident reports
    - (a) Number of personnel injured
    - (b) Types of injuries
  - (3) Vehicle Recovery/Loss Report
    - (a) Number of vehicles used on mission
    - (b) Number of vehicles that broke down
    - (c) Type of vehicle
    - (d) Make, Model and Year of vehicle
    - (e) Owned or Leased and name of owner
    - (f) Cause of break down
    - (g) Number of vehicles recovered
    - (h) Number of recovery attempts
    - (i) Number of vehicles not recovered (a loss) and reasons for non-recover
      - xiii. Type of vehicle
      - xiv. Date of loss
      - xv. Reason for loss
      - xvi. Leased or Owned and name of owner
      - xvii. Purchase Price/Lease Price
      - xviii. Year of Vehicle
      - xix. Dollar value of vehicle
      - xx. Insurance Company
      - xxi. Mileage
      - xxii. ID Tag/Load Description
      - xxiii. Estimated Value of vehicle loss
      - xxiv. Track vehicles that are recovered until owner recovers.
- (1) Quality Control Plan
- (2) Monthly Events Lessons Learned Report
- (3) Current and Future Fleet Acquisitions, licenses and expected delivery dates
- (4) Current Driver Status: Required/Requested/Expected Arrival Dates.

## 8. Quality Requirements-

- a. Contractor shall ensure that tank trucks are dedicated to hauling MOGAS and Diesel and are clean and suitable to receive product. Any truck that does not meet these cleaning requirements will be rejected and turned away. Rejected trucks will not be used until they meet cleaning requirements and are approved by the U.S. Government quality representative. The cleaning requirements are as follows:

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS<sup>(1)</sup>

LAST PRODUCT CARRIED <sup>(4)</sup>	PRODUCT TO BE LOADED	
	MOGAS	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2
AVGAS MOGAS JP-4 JET B	JET FUEL JP-4 JET B MOGAS AVGAS	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY	DRAIN EMPTY <sup>(3)</sup>
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	DRAIN EMPTY <sup>(2)</sup>	DRAIN EMPTY <sup>(3)</sup>
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	STEAM DRY <sup>(2)</sup>	NO LOAD
LUBRICATING OILS	NO LOAD	STEAM DRY
JET FUEL JPTS, JP-7	NO LOAD	DRAIN EMPTY
FSII	DRAIN EMPTY	DRAIN EMPTY

## NOTES:

- When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
  - If previous cargo contained dye marker, all traces of color must be removed.
  - If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.
  - If product is not listed in this column, permission to load and conveyance preparations require a waiver.
- b. The Contractor shall present the trucks for U.S. Government inspection 24-hours before the scheduled loading.
- c. Each Contractor-provided transport truck must have a clean, bare metal spot that can be used for grounding and bonding during loading and discharge. Truck must have bottom-loading capability to receive at the KPC Subhan terminal.
- d. Contractor shall ensure that all compartments and possible access points are sealed (seals to be provided and affixed by the authorized U.S. Government representative) prior to departure from the loading terminal and remain sealed until removed by U.S. Government representative. Seal rings and attachment points must be welded or permanently installed to preclude the possibility of disengaging the seal from the sealing points without breaking the seal. Contractor shall be responsible for the quality and quantity of product after loading. U.S. Government shall:
- Perform quality checks on each transport truck at origin and at destination in accordance with DoD 4140.25M. Quality checks prior to loading will include verifications of:
    - Previously carried product (Contractor may be requested to provide documentation regarding the product previously carried in the truck to be loaded);
    - Cargo compartment preparation (Contractor may be requested to provide documentation regarding cleaning performed, i.e., steam cleaning);

- (c) Safety of tank truck while traveling to and from Tallil. The escorts will be provided by CFLCC; and
- (d) Vehicle integrity

9. Determination of Quantity

- a. Deliveries by Truck. Quantity shall be determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity shall be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. Quantity shall be volume corrected to 15 °C.
- b. Seals. The Contractor shall furnish serially numbered seals and effectively seal all trucks at the loading point. The seal numbers shall be annotated on all shipping documents.
- c. Measurement Standards and Calculations . All measurements and calculations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute Manual of Petroleum Measurement Standards ( API MPMS) or equivalent national or international standards. When required, volume correction shall be in accordance with API MPMS, Chapter 11.1, Volume Correction Factors, Volumes II (Table 6B), Volume V (Table 24 B) or Volume VII (Table 54B).
- d. Conversion to Gallons. All invoice quantities shall be converted to U.S. gallons. To convert liters to gallons multiply the quantity in liters by 0.264172 gallons per liter (3.78541 liters per gallon). API MPMS, Chapter 11.1, Volume XII, Table 58, shall be used to convert metric tons to US gallons.
- e. Calibration. All meters used in determining product volume shall be calibrated using API MPMS, Chapter 4, Proving Systems or equivalent national or international standards. The frequency of calibration shall be as required by local regulation. If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
- f. Variations in quantity must be within the acceptable limits of 0.5% of volumes as set forth by DoD 4140.25M. Contractor shall be held liable for variations in excess of set limits on each truck.
- g. Contractor shall ensure transport trucks have up-to-date capacity tables and/or meter calibration certificate.

10. Risk of Loss: The Contractor is responsible for transporting various products to the destination points. During transportation of the product, the Contractor shall be liable for loss or damage to the product, which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents for subcontractors. This includes, but is not limited to, short deliveries, theft by employees or agent, losses stemming from tampering with the trucks or altering measurement devices, or adulteration of fuel, etc. The Government assumes the risk of loss or non-delivery of product due to circumstances beyond the control of the Contractor.

However, the Contractor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or for any damage to or loss of equipment during transportation of the fuel. These types of claims will not be separately reimbursed under this contract.

**SECTION E****E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DESC AUG 1981)**

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.

(DESC 52.246-9FE5)

**E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION.** **Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is as follows

DESC Middle East  
ATTN: Quality Manager  
PSC 451, Box DESC-ME  
FPO AP 09834-2800  
(Location: Juffair, Bahrain)  
Phone: 973-724-650  
Fax: 973-724-670

(DESC 52.246-9F35)

**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the

necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)



**SECTION F****F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

- (1) Ordering period begins: Date of award and ends: February 28, 2006.
- (2) Delivery period begins: March 1, 2005 and ends: February 28, 2006.
- (3) Option 1 Delivery period begins: March 1, 2006 and ends August 31, 2006.
- (4) Option 2 Delivery period begins: September 1, 2006 and ends February 28, 2007.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**F29.01 CONTRACTOR ORDERING AGENTS (DESC FEB 1995)**  
**(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**

**SECTION G****G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE  
(DESC FEB 2003)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL  
CONTRACTOR REGISTRATION (MAY 1999)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS  
TRANSFER INFORMATION (MAY 1999)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****G150.05.100 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)**

(a) The contractor shall fax bi-monthly services invoices directly to the Accounting and Finance Office in addition to simultaneously submitting each invoice with supporting documentation to the DESC-Kuwait office, at 965-468-6619, for certification. Certification by DESC-Kuwait will include the daily truck status report requested per Clause C600, STATEMENT OF WORK. Specific procedures are as follows:

- (1) Bi-monthly Invoices. Contractor shall present invoices for bi-monthly services directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENT DIVISION  
ATTN DFAS-BVDFB/CC  
PO BOX 182317  
COLUMBUS OH 43218-6250  
FAX: (614) 693-2473

- (2) Each invoice will be certified by an official of the company and DESC-Kuwait in the following manner: “I certify that the services were performed, that the number of trucks in service are in conformance with the contract and that the amounts are correct and proper for payment.”

Signature \_\_\_\_\_  
PRINTED NAME AND TITLE

Signature \_\_\_\_\_  
PRINTED NAME AND TITLE

(DESC 52.232-9F70)

**SECTION H****H20.03 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)****(a) REPORTING CRITERIA.** Reporting under this clause is required for--

(1) Contracts exceeding \$10 million in value, when any part that exceeds \$500,000 in value could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the Contractor submitted the information with the offer, the Contractor need not resubmit the information unless it changes; and

(2) Contracts exceeding \$500,000 in value, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless—

(i) A foreign place of performance is the principal place of performance; and

(ii) The Contractor indicated the foreign place of performance in the Place of Performance provision of its offer.

**(b) INFORMATION REQUIRED.** Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

**(c) SUBMISSION OF REPORTS.** The Contractor—

(1) Shall submit reports required by paragraph (a)(1) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (c)(2) of this clause. To the maximum extent practicable, the Contractor shall report information regarding a first-tier subcontractor at least 30 days before award of the subcontract;

(2) Shall submit reports required by paragraph (a)(2) of this clause within 10 days after the end of each Government quarter to—

DEPUTY DIRECTOR OF DEFENSE PROCUREMENT AND ACQUISITION POLICY  
(PROGRAM ACQUISITION AND INTERNATIONAL CONTRACTING)  
OUSD(AT&L)DPAP(PAIC)  
WASHINGTON, DC 20301-3060

(3) Shall submit reports using—

(i) DD Form 2139, Report of Contract Performance Outside the United States; and

(ii) May obtain copies of DD Form 2139 from the Contracting Officer.

**(d) FLOWDOWN REQUIREMENTS.**

(1) The Contractor shall include the substance of this clause in all first-tier subcontracts exceeding \$500,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The Contractor shall provide the number of this contract to its subcontractors for reporting purposes.

(DFARS 252.225-7004)

**THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.**

## **II.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or  
(ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor's CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records “**Active.**”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identified the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

#### **I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

#### **I12.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

#### **I27 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

**Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

**Country concerned** means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

**Tax and taxes** include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

**All applicable taxes and duties** means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**Excepted tax** means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

**I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**I81 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period.

(FAR 52.216-22)

**I90 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(FAR 52.225-13)

**I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)**

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

**I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)**

The Government shall have the option to renew this contract upon the same terms and conditions for **two (2)** successive periods of **six (6) months** each. The Government shall issue written notice of its exercise of this option to renew at least **15** days prior to the expiration date of this contract or any renewal thereof.

(DESC 52.217-9F70)



**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through December 31, 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

**I211.02 ORDERING (CONT'D) (DESC JAN 1991)**

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

**SECTION K**

- K 1.01 -10**      **OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS  
(ALTERNATES I/II)(JAN 2004/APR 2002/OCT 2000)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K1.05**            **USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K1.06**            **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K5**                **USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K15.01**          **RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K45.01**          **FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K85**              **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF  
A TERRORIST COUNTRY (MAR 1998)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**
- K86**              **FOREIGN TAXES (DESC JUN 1987)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)**

**SECTION I****L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS (BULK) (DESC JAN 2004)  
(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)****L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

**L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

**L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is **(703) 767-0488**.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

**L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Indefinite Quantity, Fixed Price** contract resulting from this solicitation.

(FAR 52.216-1)

**SECTION M****M10 EVALUATION - ALL OR NONE (DESC MAR 2000)**

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

**M25.05.100 EVALUATION OF OFFERS FOR TRUCK DELIVERY (SERVICES) (DESC NOV 2004)**

- (a) The Government will award truck transportation service contracts under this solicitation for the delivery of **JP8/MOGAS/Diesel** to the responsible offeror(s) that submit(s) the lowest priced, technically acceptable offer
- (b) The division of the awards for **delivery of JP8, MOGAS and Diesel** will be on the following basis:
- (1) The successful offeror of truck transportation and drivers for delivery of **JP8** must win the entire JP8 delivery requirement. The Government will not make an award to more than one offeror to support the different locations.
  - (2) The successful offeror of truck transportation and drivers for delivery of both **MOGAS and Diesel** must win the entire requirement for both products. The Government will not make an award to more than one offeror to support the different locations and products.
  - (3) One offeror may win the entire requirement for truck transportation and drivers for delivery of all products.

(DESC 52.211-9F17)

**M43.05 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(FAR 52.217-5)

**M55 CONVERSION FACTORS (DESC APR 1998)**

- (a) This provision applies to all products except lubricating oils.
- (b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

**(1) TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

**(2) TABLE II.**

PRODUCT		DENSITY TYPICAL @ 15°C @ 60°F					
		BARRELS PER	GALLONS PER	LITERS PER	BARRELS PER	GALLONS PER	
		METRIC TON	METRIC TON	METRIC TON	LONG TON	LONG TON	

**M55 CONT'D**

AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

**BURNER FUEL OILS**

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

**DIESEL FUELS**

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

**INTERMEDIATE FUEL OILS**

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

**JET FUELS**

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)							
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)